



**AMENDMENT NO. 3  
EXHIBIT B  
CONTRACT NO. DRS010068  
COUNTY OF HIDALGO, TEXAS**

<u>LINE</u>	<u>CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1 a.	Water facilities	\$	\$	\$
1 b.	Sewer facilities	\$	\$	\$
2 .	Solid Waste Disposal Facilities	\$	\$	\$
3 .	Other Public Utilities (Gas)	\$	\$	\$
4 .	Street Improvements	\$ 1,337,563	\$ 0	\$ 1,337,563
5 .	Flood and Drainage Facilities	\$ 3,768,446	\$ 63,718	\$ 3,832,164
5 a.	Flood and Drainage - Debris Removal	\$	\$	\$
6 .	Neighborhood Facilities/ Community Centers	\$	\$	\$
7 .	Senior Centers	\$	\$	\$
8 .	Centers for the Handicapped/ Sheltered Workshops	\$	\$	\$
9 .	Parks, Playgrounds, and Other Recreational Facilities	\$	\$	\$
10 .	Fire Protection Facilities and Equipment	\$	\$	\$
11 .	Parking Facilities	\$	\$	\$
12 .	Pedestrian Malls and Walkways	\$	\$	\$
13 .	Specially Authorized Assistance to Privately Owned Utilites	\$	\$	\$
14 .	Specially Authorized Public Facilities and Improvements	\$	\$	\$
15 .	Public Services (LIMITED TO 15% OF REQUEST)	\$	\$	\$
16 .	Interim Assistance	\$	\$	\$
17 .	Rehabilitation of Private Properties (Housing)	\$	\$	\$
17 a.	Rehabilitation of Private Properties (Water Service)	\$	\$	\$
17 b.	Rehabilitation of Private Properties (Sewer Service)	\$	\$	\$
17 c.	Rehabilitation - Housing Reconstruction	\$	\$	\$

17 d.	Rehabilitation - Emergency Repairs	\$		\$		\$	
18 .	Rehabilitation of Public Residential Structures	\$		\$		\$	
19 .	Public Housing Modernization	\$		\$		\$	
19 a.	Homeownership Assistance	\$		\$		\$	
19 b.	Affordable New Housing	\$		\$		\$	
20 .	Clearance Demolition Activities	\$		\$		\$	
21 .	Historic Preservation	\$		\$		\$	
22 .	Removal of Architectural Barriers	\$		\$		\$	
23 .	Code Enforcement	\$		\$		\$	
24 .	Acquisition	\$	495,349	\$	349,200 <sup>1</sup>	\$	844,549
25 .	Relocation Payments & Assistance	\$		\$		\$	
26 .	Economic Development Loan	\$		\$		\$	
27 .	Economic Devel. Interest Subsidy	\$		\$		\$	
28 .	Economic Devel. Loan Guarantee	\$		\$		\$	
29 .	Special Activities by Local Devel. Corporations, etc.	\$		\$		\$	
30 .	Engineering/Architectural Serv. (Total for all construction accounts)	\$	261,394	\$	312,190.39 <sup>1</sup>	\$	922,784.39
31 .	Planning Study (NOT TO EXCEED 16%)	\$		\$		\$	
31 a.	COG Planning	\$		\$		\$	
32 .	General Administration	\$		\$		\$	
32 a.	COG Administration	\$		\$		\$	
33 .	Planning/Project Delivery	\$	284,881	\$	0	\$	284,881
	Totals	\$	<u>6,147,633</u>	\$	<u>725,108.39 <sup>1</sup></u>	\$	<u>6,872,741.39</u>

<sup>1</sup> County of Hidalgo match total of \$189,700 - Pct. 4 - Trenton Drain Project

County of Hidalgo Pct. No. 2 match total of \$535,408.39 - Pct. 2 - Minnesota Drainage Project

## Work Proposal

**Client:** Hidalgo County Urban County

**Project:** Delta Area Outfall Drainage Improvements

**Date:** 6/10/2011

**Scope of Work**

Provide geotech testing for the above mentioned project as follow: Two (2) Standard Proctor test, Two (2) Attenberg Limits, two (2) sieve analysis, one hundred (100) nuclear density tests, sixty (60) concrete compressive strength tests. One (1) full time construction inspector as per IBWC license requirements for 120 days.

We propose to render the professional services as described in the Scope of Work in connection with the project named above. Upon acceptance of the proposed services and fees performance of the Scope of Work will begin. You will be contacted for any information necessary to perform the proposed services.

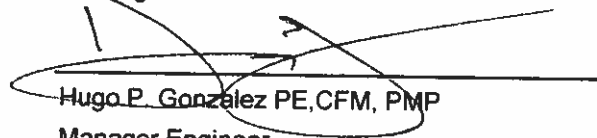
Item	Description	Fees
1	Geotech Testing & Construction Inspection (one fulltime inspector)	\$ 73,701.25
2		
<b>TOTAL</b>		<b>\$ 73,701.25</b>

Client acknowledges that it has selected Dos Logistics Inc. (DLI) to perform professional services in connection with the above Scope of Work and has solicited this Fee Proposal (PROPOSAL). The fee proposal presented herein is in response to such request. If accepted as indicated by the CLIENT's signature below, this proposal shall become an agreement and be effective as of the date indicated below between Hidalgo County Urban County (CLIENT) and DLI (Engineering). CLIENT retains Engineers to perform the professional services in connection with the matter described above in Scope of Work.

**CLIENT**  
Hidalgo County Urban County

by: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENGINEER**  
Dos Logistics Inc.

  
 \_\_\_\_\_  
 Hugo P. Gonzalez PE, CFM, PMP  
 Manager Engineer  
 1002 E. Expressway 83  
 Weslaco, TX 78596  
 (956) 968-8800



INTERNATIONAL BOUNDARY AND WATER COMMISSION  
UNITED STATES AND MEXICO  
BOUNDARY AND REALTY OFFICE

June 13, 2011

The Honorable Ramon Garcia  
Hidalgo County Judge  
1916 Tesoro Street  
Pharr, TX 78577

Re: Review and approval for the Flood Protection Plan submitted by Tropical Contracting, LLC on behalf of Hidalgo County Drainage District No. 1

Dear Judge Garcia,

The United States Section of the International Boundary and Water Commission (USIBWC) has completed its review of the Flood Protection Plan submitted by Tropical Contracting, LLC on behalf of Hidalgo County Drainage District No. 1 (HCDD1) to support their request to work during the 2011 hurricane season. This request is supplementary to the approval of USIBWC license LSF/G-178 Amendment 1 authorizing the installation of two (2) reinforced concrete box culverts (10 ft X 10 ft), two steel pressure pipelines (12 inches in diameter), and an eighteen inch steel pressure pipe across the north levee of the North Floodway, just east of the town of La Ville, and between Mile 17 N and Mile 17 ½ N roads. The USIBWC has approved the aforementioned Flood Protection Plan subject to the following conditions:

1. The Flood Protection Plan shall be signed by a registered Professional Engineer licensed in the state of Texas.
2. As a result of the activities identified within the Flood Protection Plan the U.S. Government shall not be held liable for any expenses required to restore levees to pre-construction condition.
3. The Flood Protection Plan shall include a Point of Contacts list for all stakeholders to be utilized during emergencies.
4. A copy of the Flood Protection Plan shall be kept on site at all times during construction and shall be made available upon request.

If you have any questions regarding the above, please feel free to contact me at (915) 832-4139 or via e-mail at [duane.price@ibwc.gov](mailto:duane.price@ibwc.gov).

Sincerely,

Duane C. Price, P.E., R.S.  
Boundary and Realty Officer

## Ester

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**From:** Juan Uribe [juanuribe@doslogistics.com]  
**Sent:** Monday, June 20, 2011 4:04 PM  
**To:** 'Ester'  
**Subject:** RE: Pct. 1 Delta Outfall Budget Amendment request  
**Attachments:** 20110620\_164255.pdf

Ester

As per Section 013900 (Safety Specs); Part 1- Section 1.01 B, it states that the work performed by the contractor under this section shall not be paid (see attachment).

Part of this section includes the Flood Protection Plan (Part 1.05 Section A). Should you have any questions feel free to contact our office.

Thank You,  
Juan

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**From:** Ester [mailto:ester.gonzalez@ucp.co.hidalgo.tx.us]  
**Sent:** Monday, June 20, 2011 11:24 AM  
**To:** 'Hugo P. Gonzalez Jr.'; 'Juan Uribe'  
**Cc:** 'Antonio Barco'  
**Subject:** Pct. 1 Delta Outfall Budget Amendment request

Hugo,

I'm in the process of preparing a Budget Amendment Request to TDRA for the additional funding, in the amount of \$73,701.25, needed for full-time Construction Inspector and the Geotech testing. However, before I submit as an amendment request we would like to ensure that we also include additional funding, to reflect potential cost(s) to be incurred by the Contractor, should we encounter a storm during the construction phase. Would you please find out what the estimated anticipated cost would be so that we can include in the amendment as well.

Thank you,  
Ester Gonzalez-Garcia  
Program Coordinator I  
Urban County Program  
Tel: 956.787.8127 ext. 2255  
Fax: 956.787.5291  
[ester.gonzalez@ucp.co.hidalgo.tx.us](mailto:ester.gonzalez@ucp.co.hidalgo.tx.us)

## SECTION 01 39 00

### SAFETY

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS, CONTRACT CLAUSES, & SPECIFICATIONS

- A. The Following may not include all related documents, contract clauses, & technical specification, and does not relieve the Contractor of the responsibility of performing work associated with this specification in accordance with all terms of the Contract herein.
- B. The Work performed by the Contractor under this specification shall not be paid for directly, but shall be considered subsidiary to the various Bid Items under this Contract.

##### 1.02 SAFETY REFERENCES

- A. The Contractor shall comply with all provisions of the "U.S. Army Corps of Engineers Safety and Health Requirements Manual, "EM 385-1-1, 2003; and with all applicable regulations of the Federal Occupational Safety and Health Administration (OSHA), 29CFR 1926, Construction Standards. This safety manual can be obtained from [www.usace.army.mil/inet/usacedocs/engmanuals/em385\\_1\\_1](http://www.usace.army.mil/inet/usacedocs/engmanuals/em385_1_1) or procured by the Contractor from the US Government Printing Office, Superintendent of Documents, PO Box 371954, Pittsburg, PA 15250 7954.

##### 1.03 NON-COMPLIANCES

- A. The Contractor is responsible for being cognizant of and ensuring compliance with the requirements set forth in Section 1.2 above. Such responsibility shall apply to both the Contractor's operations and those of the Contractor's subcontractors. When violations of the safety health requirements contained in these Contract Documents or standards referenced in Section 1.2 are called to the Contractor's attention by the Government, the Contractor shall immediately correct the condition to which attention has been directed. Such notice, either oral or written, when served on the Contractor or the Contractor's representative(s), shall be deemed sufficient.
- B. In the event the Contractor fails or refuses to promptly comply with the compliance directive issued under A. above, the Government may issue an order to stop all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. The Contractor shall not be entitled to any extension of time nor to any clam for damage or to additional compensation by reason of either the directive or the stop order. Failure of the Government to order discontinuance of any or all the Contractor's operation shall not relieve the Contractor of the Contractor's responsibility for the safety of personnel and property.

##### 1.04 ACCIDENT PREVENTION PLAN

- A. Prior to the initiation of Work at the jobsite, the Contractor shall submit a site specific safety plan, incorporated herein by reference as Accident Prevention Plan (APP) to the Engineer for review and compliance confirmation with the standards referenced in Section 1.2 above. The APP shall include an activity hazard analysis for each major phase of work. Jobsite mobilization will not be permitted until the APP has been compliance-confirmed by the Owner.
- B. The Contractor shall provide to the Engineer a copy of the Material Safety Date Sheets for each hazardous chemical that the Contractor plans to use for any portion of the Work required by this Contract. Compliance confirmation must be received from the Owner prior to bringing any hazardous chemicals to the jobsite.

##### 1.05 FLOOD PROTECTION PLAN

- A. The work area and Project-Specific Locations are subject to flooding, and the Contractor shall be responsible for protecting the Work, existing conditions, and adjacent properties from floods and from any flood damage during the course of construction and prior to acceptance of the Work. The Contractor shall develop and submit a Flood Protection Plan that includes the design for temporary controls for protection from floods. Design elements of the Flood Protection Plan shall

be designed by a Texas-licensed or Texas-registered professional engineer and submitted to the engineer for review. The owner shall review the submittal for compliance confirmation but this shall not relieve the Contractor of the assigned responsibility under Part 1.05 of this Specification. Jobsite mobilization will not be permitted until the Flood Protection Plan has been compliance-confirmed by the Owner.

#### 1.06 REPORTING REQUIREMENTS

- A. Reporting Reports. For OSHA recordable accidents, the Contractor shall conduct a suitable investigation, complete the OSHA Form 200, latest edition, and provide to the Engineer within five (5) calendar days of the accident.
- B. Notification. The Contractor shall notify the Engineer within four (4) hours of any accident meeting the definition of OSHA recordable occupational injury illness. The information shall include the Contractor's name; contract number; name of activity; location of where mishap occurred; date and time of mishap; names of personnel injured; extent of property damage, if any; and brief description of mishap (to include type of construction equipment used, personal protective equipment used, etc.) In addition to OSHA reporting requirements, initial notification shall be made of any accident involving significant mishaps.
- C. Monthly Exposure Report. Monthly exposure reporting to the Engineer is required to be attached to the monthly billing request. This report is a compilation of employee hours worked for each month for all site workers, both prime and subcontractor.
- D. OSHA Citation and Violations. The Contractor shall provide the Engineer with a copy of each OSHA citation, OSHA report, and Contractor response. The Contractor shall correct violations and citations promptly and provide written corrective actions to the Engineer.

#### 1.07 SECURITY REQUIREMENTS

- A.

It shall be the contractor's responsibility to furnish their own security for personnel and to safeguard their equipment during the entire project lifecycle. This shall include but not limited to actual project sites, and/or staging areas and storage facilities. The Customs and Border Patrol shall not provide security for the contractor. The Border Patrol agents shall respond to routine security matters/threats if and when they occur. A call in number shall be provided for the USBP to be used in emergency situations. As part of the security requirement, the contractor shall be responsible for the development of a Security Plan in conjunction with the Health and Safety Plan. The detailed Security Plan shall include details such as, but not limited to; "fall back positions", evacuation routines and methods, muster area, medical staff members/availability, number of security personnel, qualifications, years of experience, etc in the event of a hostile attack. This plan shall be reviewed by USACE Safety and Security Officers for inspection and final approval prior to activities. The contractor shall also be responsible for ensure that all employees assigned to the job site(s) shall have a criminal background check performed and properly vetted. These individuals shall be display a company picture ID badges complete with ID numbers (i.e. drivers lic #, or ID alien registration numbers) and company logos for easy identification by agents from CBP. Furthermore, the contractor shall be responsible for submitting a list of all personnel required at the jobsites for verification by CBP prior to conducting activities. Activities include, but are not limited to; site investigations, surveys, and construction. Any personnel having questionable history/backgrounds shall be rejected and not authorized to enter the jobsite. This list marked "CONFIDENTIAL" shall be submitted to the Engineer for validation purposes.
- B.

Personnel entering in or working on Federal property may be screened and checked for criminal history and proper immigration status. To facilitate the screening and checking of each employee entering in or working on Federal property, the General Contractor shall submit:

  - The individual's full name
  - Company Name
  - Date of Birth (DOB)
  - Social Security Number
  - Driver's Licenses and/or State Identification Number
  - Place of Birth (POB)